

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TENNESSEE

In re:

(1) Tammy Kay Gilliam  
xxx-xx-6792  
(2)

Case No. 19-28041-D

Chapter 13

Debtor(s)

CHAPTER 13 PLAN

ADDRESS: (1) 1636 Denson Drive Apt 1  
Memphis TN 38116 (2)

PLAN PAYMENT:

DEBTOR (1) shall pay \$115.00 ( ) weekly, (X) every two weeks, ( ) semi-monthly, or ( ) monthly, by:

(X) PAYROLL DEDUCTION from: Checkers Drive-In Restaurants, Inc. OR ( ) DIRECT PAY.  
4300 W Cypress Dtreect  
Ste 600  
Tampa, FL 33607

DEBTOR (2) shall pay \$\_\_\_\_\_ ( ) weekly, ( ) every two weeks, ( ) semi-monthly, or ( ) monthly, by:

( ) PAYROLL DEDUCTION from: \_\_\_\_\_ OR ( ) DIRECT PAY.  
\_\_\_\_\_

1. THIS PLAN [Rule 3015.1 Notice]:

(A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] ( ) YES (X) NO

(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON VALUATION  
OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8] (X) YES ( ) NO

(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12] ( ) YES (X) NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: ( ) Included in Plan; OR (X) Not included in Plan; Debtor(s) to provide proof of insurance at §341 meeting.

4. DOMESTIC SUPPORT: Paid by: ( ) Debtor(s) directly, ( ) Wage Assignment, OR ( ) Trustee to:

_____	; ongoing payment begins _____	Monthly Plan Payment
_____	Approximate arrearage: _____	\$ _____
_____	; ongoing payment begins _____	\$ _____
_____	Approximate arrearage: _____	\$ _____

5. PRIORITY CLAIMS:

Value of Claim	Monthly Plan Payment
_____	_____
_____	_____
_____	_____

6. HOME MORTGAGE CLAIMS: ( ) Paid directly by Debtor(s); OR ( ) Paid by Trustee to:

_____	; ongoing payment begins _____	Monthly Plan Payment
_____	Approximate arrearage: _____ Interest _____ %	\$ _____
_____	; ongoing payment begins _____	\$ _____
_____	Approximate arrearage: _____ Interest _____ %	\$ _____

7. SECURED CLAIMS:

[Retain lien 11 U.S.C. §1325 (a)(5)]	Value of Collateral	Rate of Interest	Monthly Plan Payment
Bridgecrest Credit Company LLC	\$5,500.00	7.0 %	\$110.00
Conn Appliances Inc.	\$500.00	7.0 %	\$10.00
_____	_____	_____ %	\$ _____

**8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:**

[Retain lien 11 U.S.C. § 1325 (a)]

	Value of Claim	Rate of Interest	Monthly Plan Payment
_____	_____	_____%	\$ _____
_____	_____	_____%	\$ _____
_____	_____	_____%	\$ _____

**9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALY REASONABLE DISPOSAL OF COLLATERAL:**

\_\_\_\_\_ Collateral: \_\_\_\_\_

\_\_\_\_\_ Collateral: \_\_\_\_\_

**10. SPECIAL CLASS UNSECURED CLAIMS:**

	Value of Claim	Rate of Interest	Monthly Plan Payment
<u>Winbranch Apartments</u>	<u>\$720.00</u>	_____%	<u>\$25.00</u>
<u>Progressive Leasing</u>	<u>\$654.00</u>	_____%	<u>\$11.00</u>
_____	_____	_____%	\$ _____

**11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:**

\_\_\_\_\_ ( ) Not provided for **OR** ( ) General unsecured creditor

\_\_\_\_\_ ( ) Not provided for **OR** ( ) General unsecured creditor

**12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):**

\_\_\_\_\_

\_\_\_\_\_

**13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILE CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.****14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS:** \$ 5,744.00.**15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:**( ) \_\_\_\_\_%, **OR**,**(X) THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.****16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:**

Winbranch Apartments (X) Assumes **OR** ( ) Rejects.

Progressive Leasing (X) Assumes **OR** ( ) Rejects.

**17. COMPLETION:** Plan shall be completed upon payment of the above, approximately sixty (60) months.**18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.****19. NON-STANDARD PROVISION(S):**

\_\_\_\_\_

\_\_\_\_\_

**ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.****20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.**

/s/ S. Jonathan Garrett

Debtor(s)' Attorney Signature

DATE: October 7, 2019

S. Jonathan Garrett (BPR#019389) Attorney for Debtor  
 2670 Union Avenue Extended, Suite 1200, Memphis, Tennessee 38112-4424  
 Telephone: 901-323-3200 Facsimile: 901-323-3275

Email: [help@sjgarrett.com](mailto:help@sjgarrett.com)